

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 18, 2003

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance 

AGENDA ITEM WORDING: Approval to renew Residential Lease for Law Enforcement Officer with Trooper Diego A. Rios, on a month-to-month basis, and approval for the Sheriff to appoint a new Law Enforcement Officer upon termination of the lease.

ITEM BACKGROUND: On June 30, 2003, the current Residential Lease for Law Enforcement Officer, Trooper Diego A. Rios, Key Largo Community Park, will expire. Trooper Rios has requested to reside at the Key Largo Community Park on a month-to-month basis, but no later than October 30, 2003, until his new residence becomes available.

PREVIOUS RELEVANT BOCC ACTION: On June 20, 2001, the Board approved a Residential Lease with Trooper Diego A. Rios. At the June 19, 2002 meeting, the Board approved to renew the Residential Lease with Trooper Diego A. Rios to continue residing in 1/2 of the duplex located at the Key Largo Community Park for an amount of \$229.06 for rent and \$195.94 for water, sewer/septic, electricity and solid waste, for a total of \$425.00 per month.

CONTRACT/AGREEMENT CHANGES: To extend the Residential Lease Agreement on a month-to-month basis until October 30, 2003 for the same monthly rental amount of \$425.00, and approval for the Sheriff to appoint a new Law Enforcement Officer to reside at the Key Largo Community Park upon termination of the lease.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: N/A

BUDGETED: Yes No NA


COST TO COUNTY: \$0.00

SOURCE OF FUNDS: Revenue

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** \$425.00
Year \$5100.00

APPROVED BY: County Atty OMB/Purchasing Risk Management

DIVISION DIRECTOR APPROVAL:



Dent Pierce

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # CH

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Diego A. Rios Contract # _____
 Effective Date: July 1, 2003
 Expiration Date: October 30, 2003

Contract Purpose/Description:

Renewal of Residential Lease for Law Enforcement Officer to commence July 1, 2003, and continue on a month-to-month basis to extend no later than October 30, 2003.

Contract Manager: Miguel Carbonell 4385 Parks & Rec. Stop #4
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on June 18, 2003 Agenda Deadline: June 3, 2003

CONTRACT COSTS

Total Dollar Value of Contract: \$ Revenue Current Year Portion: \$ N/A
 Budgeted? Yes ☐ No ☐ Account Codes: _____
 Grant: \$ N/A _____
 County Match: \$ N/A _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>5/29/03</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>Chris Priebe</u>	<u>5/29/03</u>
Risk Management	<u>5/21/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Jucha</u>	<u>5/21/03</u>
O.M.B./Purchasing	<u>5/21/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>J. Hall</u>	<u>5/21/03</u>
County Attorney	<u>5/22/03</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. H. H.</u>	<u>5/23/03</u>

Comments: _____

CONTRACT AMENDMENT

May 5, 2003

This Contract Amendment is made and entered into this 18th. day of June, 2003, between the COUNTY OF MONROE and Diego A. Rios in order to amend the agreement between the parties dated June 20, 2001, and as renewed on June 19, 2002, copies incorporated hereto for reference, as follows:

1. Renewal of Residential Lease for Law Enforcement Officer to commence July 1, 2003, and continue on a month-to-month basis to extend no later than October 30, 2003.
2. In all other respects, the original agreement between the parties dated June 20, 2001 and renewed on June 19, 2002, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written above.

(Seal)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____

Witness

Diego A. Rios.

Witness

By: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

BY *Suzanne A. Hutton*
SUZANNE A. HUTTON

DATE 5/23/03

April 28, 2003

To: Monroe County Facilities and Maintenance
Attention: Miguel

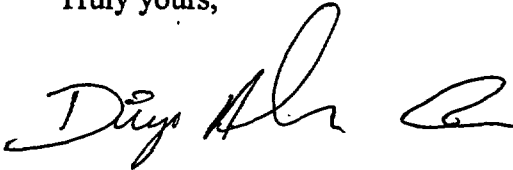
From: Diego A. Rios

Subject: Renewal of Lease

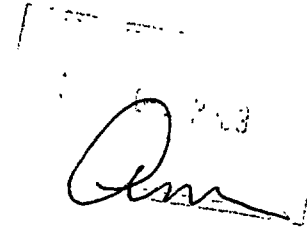
Dear Sir,

I would respectfully request for my lease to be extended on a month to month basis until October 30, 2003. I bought a town house in Homestead and they are building it right now. The closing date on the town home is in between August and October 2003. I appreciate your cooperation in this matter.

Truly yours,



Diego A. Rios



APR 29 2003

RESIDENTIAL LEASE FOR LAW ENFORCEMENT OFFICER

This lease agreement is made this 19 day of June, 2002 by and between Monroe County, a political subdivision of the State of Florida, hereafter County, and Trooper Diego Rios, an officer of the Florida Highway Patrol, hereafter Tenant.

WITNESSETH:

WHEREAS, the County believes the presence of a law enforcement officer residing at the premises described in this agreement would deter vandalism and theft at the premises;

WHEREAS, the County has decided that at present time it is in the County's best interest to lease the premises to the Tenant to provide the deterrence described; and

WHEREAS, the Tenant desires to reside on the premises and provide such deterrent, now, therefore, that parties agree as follows:

1. The County leases one unit within the duplex facility located at the Key Largo Community Park, more particularly described as Lots 326 & 327, Port Largo 4th Addition, RE #00453474-000326, hereafter premises, to the Tenant for the sole use as a residence by the Tenant and his/her immediate family or roommate. The term of this lease shall commence on July 1, 2000 and terminate in June 30, 2003.
2. The County agrees to provide Tenant with water, sewer/septic, electricity, and solid waste collection service. The Tenant shall reimburse the County for said service at a rate of \$195.94 per month payable in advance on the first business day of each month to the Monroe County Clerk of the Courts, Finance Department, 500 Whitehead Street, Key West, Florida 33040. The Tenant agrees to pay rent in the amount of \$229.06 per month payable in advance on the first business day of each month to the Monroe County Clerk of the Courts, Finance Department, 500 Whitehead Street, Key West, Florida 33040. The Tenant shall arrange for and provide residential telephone service at his own expense. If the Tenant desires cable television service, he shall arrange for and provide that service at his own expense.
3. The Tenant further agrees that, during the term of this lease, the Tenant is, and will remain:

- a) certified as a regular, full time law enforcement officer by the Florida Criminal Justice Standards and Training Commission;
 - b) a deputy employed by the Florida Highway Patrol office and empowered to make arrests under the laws of the State of Florida.
4. The Tenant may not sublease the premises nor assign any obligation, benefit or duty created under this agreement, without the written consent of the County.
5. The Tenant shall, at least once each night, conduct an inspection walk of the Key Largo Community Park and check for any signs of theft or vandalism and question, and if necessary, remove any unauthorized or suspicious persons found on site. The Tenant shall also note any safety hazards observed during his/her inspection and inform a supervisory employee of the County's Public Works Department of any such hazards as soon as possible.
6. This agreement may be terminated before the expiration of the one year term, with or without cause and in the sole discretion of the County, upon
- a) 60 days written notice by the County to the Tenant;
 - b) 30 days written notice by the County to the Tenant when:
 - i) the Tenant has left employ of the Florida Highway Patrol;
 - ii) the Tenant is no longer certified as required by Section 3;
 - iii) the Tenant fails to timely pay the County the amount described in Section 2 or fails to obtain or keep telephone service as required by Section 2;
 - iv) the Tenant fails to conduct the walk-around inspections required by Section 5 or fails to inform the County Public Works Department of any observed safety hazard(s) as required by Section 5;
 - v) the Tenant subleases the premises or assigns any interest under this lease without the consent required by Section 4;
 - c) 15 days notice by the County to the Tenant in an emergency situation.

The waiver by the County of any act, event, occurrence or omission which would entitle the County to terminate this agreement shall not affect the right of the County to demand strict performance of the terms of this agreement with respect to any subsequent act, event, occurrence or omission, constituting a breach, default or nonperformance by the Tenant.

The Tenant may terminate this lease upon 30 days written notice to the County if he/she is transferred to a substation whose location would make it impracticable to continue to reside at the premises or if the Tenant leaves the employ of the Florida Highway Patrol.

7. The Tenant covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with or by reason of the Tenant utilizing property governed by this lease/rental agreement; except for such claims as may occur due to the Tenant's performing duties pursuant to Section 5 of this lease agreement.
8. The parties agree that this written agreement sets forth the entire agreement between the parties and that there are no terms or understandings other than those stated herein. None of the terms, provisions, and conditions contained in this agreement may be added to, modified, superseded or otherwise altered, except by a written amendment executed by the parties.

IN WITNESS WHEREOF, the parties hereto have been executed this agreement as of the date first written above.



Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: *Jamely Hancock*
Deputy Clerk

By: *[Signature]*
Mayor/Chairman

Marcia B. Bassett
Witness

Diego Rios
Trooper Diego Rios

[Signature]
Witness

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

BY *Suzanne A. Hutton*
SUZANNE A. HUTTON

DATE 5/21/02